

## REMARKS

### *Applicant's Comments*

Lurie, et al. (U.S. 7,289,612) hereafter referred to as '612 discloses a method and apparatus for ensuring a real-time connection between users and selected service providers using voice  
5 mail. The '612 system enables seekers of a wide array of services to select, contact, converse, and pay for a service provider *using a communications device such as the telephone*. A seeker locates a service provider by providing the name of a profession, which is recognized by the system's software. Once a service provider is selected, the system connects the seeker with the service provider for a live conversation. However, during service provider unavailability, the  
10 system enables the seeker to leave a voice mail message for the service provider and reconnects the user and service provider once the message is reviewed by the service provider. The system automatically bills the seeker for the time spent conversing with the service provider and compensates the service provider.

In contrast to '612, the present invention does not require the use of a single telephone  
15 device, which limits the teaching in '612 to a single voice message. The present invention does not utilize or include a voice mail option as there is no connection formed or based in response to a voice mail as taught by '612.

In the present invention a user initiates as call by selecting a service icon on a website, then decides to whom they wish to speak. Next a username and password is entered to access  
20 the system to connect with the Service Provider, the user enters their phone number, and place the call. A pop-up widow then provides the user with a rate for the call and account balance. The call is initiated and the system provides the connection means, settles the transaction amount, deducts fees, and provides payment to the Service Provider.

The present invention is a hosting platform for independent advisors and/or agents who build a group of advisors that can then provide advice to users. The platform also provides means for communication and payment settlement.

## 5    ***Drawings***

A Replacement Drawing for Fig. 1 has been submitted in compliance with 37 CFR 1.121(d). The Replacement Drawing is clearer and easily allows one to determine what is being show or illustrated and discussed in the corresponding section of the Specification of the patent application discussing Fig. 1. No changes in the wording of the Specification of the patent  
10 application are necessary based on the submitted Replacement Drawing. Additionally, each Replacement Drawing is labeled in the top margin as “Replacement Sheet” pursuant to 37 CFR 1.121(d). Applicant respectfully requests acceptance of the Replacement Drawing.

## ***Claim Objections***

15        Claims 6 and 8 lack antecedent basis for “said pop-up window.” Applicant has amended the claim to correctly read “a pop-up window.” Withdrawal of this objection is respectfully requested.

Claim 9 lacks antecedent basis for “the system.” Applicant has amended the claim to correctly read “a system.” Withdrawal of this objection is respectfully requested.

          Claims 13 and 15 lack antecedent basis for “the agent account and “the agent ID”.  
20    Applicant has amended the claims to correctly read “an Agent account” and “an Agent ID”.  
Withdrawal of this objection is respectfully requested.

### ***Rejections Under 35 USC 102***

Claims 1-2, 5, 9-15, 17, and 19 stand rejected under 35 USC Section 102(e) as being anticipated in view of Lurie, et al. (U.S. 7,289,612) hereafter referred to as ‘612. With respect to claims 1-2, 5, 9-15, 17, and 19, Examiner cites ‘612, stating that it discloses a system and method for expert service providers to provide advice services through unique empowered independent agents to consumers.

Anticipation requires the disclosure in a single prior art reference of each element of the claim under consideration and it is not enough that the prior art reference discloses all the claimed elements in isolation, rather anticipation requires disclosure as arranged in the claim.

See. *W.L. Gore & Associates v. Garlock, Inc.* Further anticipation will not be found when the prior art is lacking or missing a specific feature or structure of the claimed invention.

With respect to claim 1, Applicant disagrees that ‘612 teaches the a method for expert service providers to provide advice services through unique empowered independent agents to consumers comprising the steps of a User initiating contact with a Service Provider and connecting said User with said Service Provider if available. Applicant disagrees that ‘612 teaches an Agent have a plurality of service providers. Examiner cites Fig. 5, for this limitation, but Fig. 5 merely depicts a web page illustrating a user interface screen presented to a user desiring to select a service provider (Col. 2, ll. 54-57). The citation provided by Examiner does not teach nor suggest an “Agent” providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse.

The use of an Agent provides a much greater expression of differentiation for Service Providers and more focused, comprehensible listings for consumers/users to browse. Applicant has amended claim 1 to more specifically and accurately claim the method of the present invention. Withdrawal of this rejection is respectfully requested.

5           With respect to Claims 2, 5, and 9-13 Applicant relies on the arguments presented for claim 1 above, from which Claims 2, 5, and 9-13 depend. Withdrawal of this rejection is respectfully requested.

          With respect to claim 14, Applicant disagrees that '612 teaches distributing the appropriate service HTML code to the Agent for each newly registered Service Provider.

10   Examiner cites Figs. 3 and 4 as providing this teaching, but Figs. 3 and 4 are no more than screen shots of a website provided by a system to a user comprising a list of category topics (Fig. 3) and means for creating a "listing" (Fig. 4). In the present invention, the system automatically distributes the appropriate service HTML code to the Agent for each newly registered Service Provider thereby; enabling the Agent to readily create their own Internet-based collection of  
15   specialized Service Providers and in turn, connect Users with these Service Providers for expert advice in real time via a telephone connection (See Paragraph 73 and Fig. 9 of 10/711,549). As previously discussed in Applicants response to the rejection of claim 1, '612 does not teach an Agent level or layer in its system so it is impossible for the citation to teach or suggest the distribution of any HTML code to another party for use as claimed by the present invention.  
20   Withdrawal of this rejection is respectfully requested.

          With respect to claim 15, Examiner has misstated several of the claim limitations of the present invention on page 4 in order to make the included citation to '612 applicable and is failing to consider the claim limitations in their entirety. Applicant disagrees that '612 teaches

an Agent account; assigning an Agent ID number to said Agent account (misstated by Examiner in page 4 of the Office Action but taught by '612); and connecting Users with these Service Providers for expert advice in real time via a telephone connection.

The additional claim limitations of claim 15 of present invention include: having a  
5 Service Provider enter said Agent ID when registering as a new Advisor; linking all Service Providers under a single Agent ID into one account information and transaction activity management interface; distributing the appropriate service HTML code to the Agent for each newly registered Service Provider thereby; and enabling the Agent to readily create own Internet-based collection of specialized Service Provider and in turn.

10 With respect to having a Service Provider enter said Agent ID when registering as a new Advisor. As previously discussed, '612 does not teach nor suggest an "Agent" providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a  
15 more specific selection of service providers for a User to browse. If there is no Agent in '612, it is impossible for the citation to teach or suggest the requirement that a Service Provider, when registering, enter an Agent ID as a requirement for registration in the system.

With respect to linking all Service Providers under a single Agent ID into one account information and transaction activity management interface, again If there is no Agent in '612, it  
20 is impossible for the citation to teach or suggest the requirement linking all Service Providers under a single Agent ID into one account information and transaction activity management interface.

With respect to distributing the appropriate service HTML code to the Agent for each newly registered Service Provider, as previously discussed Applicant disagrees that ‘612 teaches distributing the appropriate service HTML code to the Agent for each newly registered Service Provider. Examiner cites Figs. 3 and 4 as providing this teaching, but Figs. 3 and 4 are no more than screen shots of a website provided by a system to a user comprising a list of category topics (Fig. 3) and means for creating a “listing” (Fig. 4). In the present invention, the system automatically distributes the appropriate service HTML code to the Agent for each newly registered Service Provider thereby; enabling the Agent to readily create their own Internet-based collection of specialized Service Providers and in turn, connect Users with these Service Providers for expert advice in real time via a telephone connection (See Paragraph 73 and Fig. 9 of 10/711,549). As previous discussed in Applicants response to the rejection of claim 1, ‘612 does not teach an Agent level or layer in its system so it is impossible for the citation to teach or suggest the distribution of any HTML code to another party for use as claimed by the present invention.

With respect to enabling the Agent to readily create own Internet-based collection of specialized Service Providers and in turn, as previously discussed, ‘612 does not teach nor suggest an “Agent” providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse.

For the above stated reasons with respect to claim 15, withdrawal of this rejection is respectfully requested.

With respect to claim 16, as previously discussed, '612 does not teach nor suggest an "Agent" providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. Examiner cites Fig. 5, for this limitation, but Fig. 5 merely depicts a web page illustrating a user interface screen presented to a user desiring to select a service provider (Col. 2, ll. 54-57). The citation provided by Examiner does not teach nor suggest displaying within a pop-up window a full list of an *Agent's* Service Provider's and their individual availability statuses. Lurie merely teaches a User searching a database of Service Providers (as shown in Fig. 5 of '612), while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse.

With respect to Claims 17 Applicant relies on the arguments presented for claim 15 above, from which Claim 17 depends. Withdrawal of this rejection is respectfully requested.

With respect to claim 19, as previously discussed, '612 does not teach nor suggest an "Agent" providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. Examiner cites Fig. 5, for this limitation, but Fig. 5 merely depicts a web page illustrating a user interface screen presented to a user desiring to select a service provider (Col. 2, ll. 54-57). The citation provided by Examiner does not teach nor suggest displaying within a pop-up window a full list

of an **Agent's** Service Provider's and their individual availability statuses. Lurie merely teaches a User searching a database of Service Providers (as shown in Fig. 5 of '612), while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The Agent is then paid a fee in addition to the fee collected by the service. Thus, when an Agent is a requirement, the payment to the agent may be "a managed payout consisting of, deducting a pre-determined Agent service fee for each transaction and distributing the Agent to fee said Agents." Additionally, the Agent may take on self-managed payroll responsibility. In '612, there is no agent, only the User and Service Provider, thus there would be no need and is no teaching or suggestion for a self-managed payroll responsibility, either by the system, User, or Service Provider and certainly no "pre-determined Agent service fee for each transaction" for the Agent actively brining the two parties (User and Service Provider) together.

### 15 ***Rejections Under 35 USC 103***

A prima facie case of obviousness is established when an examiner provides:

1. one or more references
2. that were available to the inventor and
3. that teach
- 20 4. a suggestion to combine or modify the references,
5. the combination or modification of which would appear to be sufficient to have made the claimed invention obvious to one of ordinary skill in the art.

Accordingly, an applicant who is able to prove that the Examiner has failed to establish any one of these elements will prevent the prima facie case of obviousness from being established.



Claim 3 stands rejected under 35 USC 103(a) as being unpatentable over Lurie, et al. (U.S. 7,289,612), hereafter referred to as '612, in view of Jolissant, et al. (U.S. Patent 6,463,149) (hereafter referred to as '149).

With respect to Claim 3, Applicant disagrees that '149 teaches having a pop-up window prompting a user to enter their phone number to make a connection. Examine cites '149 col. 6, ll 52-55 which does teach asking a customer or user to enter information such as a phone number, *but not for making a connection*. '149 requires the customer information so that is can use the customer information such as an phone number or ID to access database information on a computer about the customer ('149 Col. 6, ll57-60). Here '149 fails to teach the claim limitation of the present invention and provides no suggestion for its incorporation with '612. Examiner states that the motivation to combine is "to have a system that would help identify a user to provide them with the accurate service that they are requesting and to maintain a record. Unfortunately, the '149 has an active party in the system that is requesting the information form the user so they can identify them and provide service or record services provided. In the present invention, the Service Provider does not request or need this information. Thus the two systems do not work in any manner that is reflective of the other with the purposes or use for collecting and using the requested information. Withdrawal of this rejection is respectfully requested.

Claims 4, 6-8, 18 and 20 stand rejected under 35 USC 103(a) as being unpatentable over Lurie, et al. (U.S. 7,289,612), hereafter referred to as '612 in view of Joyce, et al. (U.S.2005/0086290), hereafter referred to as '290.

With respect to claims 4 Applicant relies on the arguments presented for claims 1 and 2 above, from which Claim 4 depends. Withdrawal of this rejection is respectfully requested.

With respect to claims 6 and 8 Applicant relies on the arguments presented for claim 1 above, from which Claims 6 and 8 depend. Withdrawal of this rejection is respectfully requested.

With respect to claim 7, '290 does not teach denying a connection if a User tries to initiate a connection while said provider is busy on another call in Fig. 15 or paragraph 55. '290 merely teaches the ability to set a system to an "interrupt status", but not in response to the service provider being on another call. Here the references fail to teach one of the claim limitations as required for a proper 103 rejection. Withdrawal of this rejection is respectfully requested.

With respect to claim 18, as previously discussed, '612 does not teach nor suggest an "Agent" providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. Examiner cites Fig. 5, for this limitation, but Fig. 5 merely depicts a web page illustrating a user interface screen presented to a user desiring to select a service provider (Col. 2, ll. 54-57). The citation provided by Examiner does not teach nor suggest allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows. Lurie merely teaches a User searching a database of Service Providers (as shown in Fig. 5 of '612), while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. Additionally, Examiner cites '290 paragraphs 218, 240, and Fig. 14, as teach a series of pop-up windows. Joyce also does not teach an Agent or an Agent with a Website, but

only the website of the system, thus there is no teaching or suggestion allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, but only a teaching of Users remaining connected to Service Providers while navigation and using a system. Withdrawal of this rejection  
5 is respectfully requested.


With respect to claim 20, again neither '612 nor '290 teach an Agent or any means for grouping Service Providers other than by topic in a Service Provider database ('612, Fig. 5). Thus, there is no teaching or suggestion for enabling a Service Provider to register and be part of numerous different Agent groups, without concern for any potential telephone connection  
10 conflict, the second claim limitation of claim 20. Withdrawal of this rejection is respectfully requested.

### CONCLUSION

For all the reasons advanced above, Applicant respectfully submits that the application is in  
15 condition for allowance and that action is earnestly solicited.

In the event that an extension of time is required, or may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely.

Respectfully submitted,

  
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